51855 4383

Source: https://www.industrydocuments.ucsf.edu/docs/xrhn0000

R. J. REYNOLDS TOBACCO COMPANY
RETAIL PARTNERS MARKETING PLAN CONTRACT
SELF-SERVICE PACK OUTLET - LEVEL 1/2

R. J. Reynolds Tobacco Company (RJR) is pleased to announce the following Retail Partners Marketing Plan for retail accounts that meet the following criteria:

- Cigarettes represent less than 80% of All Commodity Volume (ACV) for inside sales.
- 51% or more total industry volume sold by the pack in retail outlets where purchases are intended to be quick and convenient evidenced by such factors as limited SKU selection, few registers for product purchases and convenient parking.
- Minimum of 17 cartons of RJR brands sold per week and 100 cartons per week (CPW) industry volume.
- Distribution of RJR brands in all price tiers as required.

Retailers not meeting the above requirements should discuss other available merchandising alternatives with an RJR Representative.

MERCHANDISING / PRESENCE PROGRAM ELEMENTS

Level 1 Requirements

- One self-service RJR Full Price Priority Brand and one RJR Savings Priority Brand display (self-service or non-self-service as designated by RJR) will be maintained in primary line of sight. Displays will occupy the #1 or #2 positions as defined by RJR.
- Retailer will maintain a minimum of 40 total displayed RJR pack facings.

Level 2 Requirements

- Level 1 requirements, plus:
- One additional self-service RJR Full Price display will be maintained in primary line of sight. Display will occupy a position acceptable to RJR.

ADDITIONAL MERCHANDISING / PRESENCE REQUIREMENTS -- (Applicable to Levels 1 and 2)

- Retailer will accept and execute RJR promotions with sales to consumers only including, but not limited to: pre-book/order book additional product for delivery prior to scheduled promotion; assemble and place RJR promotional displays/advertising in location(s) highly visible to retail consumers.
- Retailer does not accept competitive program featuring carton side panels, such as carton waterfall which provides advantaged presence to competitor.
- Retailer will permit RJR to affix permanent RJR advertising to display and merchandiser space utilized by RJR under this Agreement. Retailer will not permit additional advertising of any kind, including advertising for Retailer's own products, to be affixed to or interfere with RJR displays. RJR share of available signage will be equal to RJR store SOM or RJR Local Trading Area SOM or 25%, whichever is highest.
- RJR displays and advertising may not be impaired or obstructed from view of consumers by competitive displays or by any other means.
  RJR merchandisers, displays and free standing signage will be lit as designated by RJR.
  RJR will have the ability to effectively communicate all promotional activity to consumers.
- RJR's ability to advertise price will be no less than parity with other participating tobacco companies.
- RJR reserves the right for final approval of display and advertising types, sizes and locations. Retailer will maintain display and advertising space according to RJR authorized plan-o-gram with no additional competitive permanent fixtures and displays allowed beyond those illustrated in plan-o-gram. Changes in authorized location of displays and advertising, or effectiveness of location, will not be made without RJR approval.
- Retailer will provide RJR accurate volume information and will authorize supplier(s) to provide volume data to RJR including specific brand information and promotion activity.
- Retailer will: (1) provide space required for RJR distribution needs; (2) maintain adequate inventory of RJR brands, to include new items for a minimum of 6 months, as requested by RJR; and (3) permit RJR to make reasonable audits of performance and to inspect and rotate RJR products.
- Retailer will not restrict RJR's ability to display, promote or distribute RJR brands and compete equally with other tobacco companies in all areas at retail.
- If legislation or government regulation restricts point-of-sale advertising, RJR will be given the % or number of advertising pieces permitted by law.
- Retailer will not sell or distribute product not intended for domestic sale.
- Other 2x2 price Sign
  Outdoor Signage

Retailer agrees to perform the requirements set forth above. Failure to satisfy requirements will result in forfeiture of monthly payment(s) until compliance is achieved or may result in termination of this Agreement.

MERCHANDISING / PRESENCE PAYMENT

RJR Volume will be determined by the average weekly sales of all RJR brands during the most recent 3-month period. RJR will pay qualifying retailer $_____ per month for performance of all requirements described in this Agreement.

R. J. Reynolds Tobacco Company will make payments by check as soon as practicable after the end of each calendar quarter. Payments will be made for stores rendering full performance during a quarter, and on a pro rata basis for stores rendering formance for less than one full quarter, but more than one calendar month. Retailer will not deduct amounts due under contract .n invoices due RJR.

51855 4384

Source: https://www.industrydocuments.ucsf.edu/docs/xrhn0000

R. J. REYNOLDS TOBACCO COMPANY
RETAIL PARTNERS MARKETING PLAN CONTRACT
SELF-SERVICE PACK OUTLET - LEVEL 1/2

Request For Taxpayer Identification Number and Certification

R. J. Reynolds Tobacco Company must withhold tax at the rate of 31% from payee in conformity with Internal Revenue Service backup withholding requirements, if the payee fails to provide R. J. Reynolds Tobacco Company with sufficient correct information to issue a Form 1099 to such payee for any calendar year. With individual proprietorship, this information is the person's individual name and either his/her social security number (S.S. No.) the employer identification number (EIN) for the proprietorship. In addition to the payee's individual name, the payee may also provide the business name for the sole proprietorship, provided the individual name is listed before the business name. (Sole proprietors may not furnish only the business name.) With respect to corporations, partnerships, estates, trusts, and similar entities, the necessary information is the entity's name and employer identification number (EIN) as it appears on IRS Form 575 (Assignment of Employer Identification Number).

Type of Organization: ☒ Corporation ☐ Sole Proprietor ☐ Partnership, Estate, Trust, etc.

Is this a corporation exempt from backup withholding? ☐ Yes ☐ No

Please use the appropriate line to fill in the name and Taxpayer Identification Number:

Corporation Name Nice N Easy Grocery EIN

or

Sole Proprietor's Name S.S. No.

Sole Proprietor's Business Name EIN

or

Partnership, Estate, Trust, etc. EIN

Address (Number, Street and Apt. or Suite No.)

Address (City, State and Zip Code)

Certification:

Under penalties of perjury, I certify that:

1. The number shown above is my correct taxpayer identification number (or I am waiting for a number to be issued to me) and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

CertificationInstructions: You must cross out Item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because of under reporting interest on your tax return.

Store Name (Please Print) Nice N Easy Grocery RJR Account No. 171365

Street Address RD#3 Oxbow Rd RJR Territory No. 11642

City/State Canastota, NY Zip Code

Call Classification Brand (If Chain) 1873-00-00

Current RJR Volume	Type	No. Stores	Monthly Payment	Total Quarterly Dollar Amount
				$
				$
				$
			TOTAL	

6/16/98
Date Contract Signed

Retailer's Signature Martha Parker

Title BUYER

7/1/98
Contract Effective Date

R. J. REYNOLDS TOBACCO COMPANY

By M Schwalm

FUNCTION	CONTRACT TYPE	TYPE	UNITS	RATE	EFFECTIVE MO/YR

FUNCTION:
A = ADD
E = END
D = DELETE
C = CHANGE

51855 4385

RJRT Form 3804 - WML 5/28/1998

Source: https://www.industrydocuments.ucsf.edu/docs/xrhn0000

R. J. REYNOLDS TOBACCO COMPANY
RETAIL PARTNERS RESOURCE PLAN
-- FULL PARTNERSHIP PLAN LEVEL --

R. J. Reynolds Tobacco Company ("RJR") is pleased to announce the following Retail Partners Resource Plans ("PRP") available to you as a participant in one of our below listed Retail Partners Marketing Plan Contracts:

PACK	CARTON	CTS
☒ Level 2	☐ Level 2	☐ Drive Thru ☐ CTS Enhanced
☐ Level 2 Maximized Presence		☐ CTS

The "PRP" is offered in reponse to historically high competitive discounting activity, RJR's need to protect itself against certain aspects of this activity, and RJR's desire to bring value to and assist its Retail Partners.

I. Full Partnership Plan Benefits

1. Eight (8) weeks per quarter of planned pricing promotion on Winston and Camel products (excluding Camel Regular and Red Kamel) at a $2.00 per carton minimum value. RJR will provide a ninth week of planned pricing promotion at a $2.00 minimum per carton value if the Retailer agrees to provide one week of equivalent discount value on the same brands or provides services deemed by RJR to be of equal value to a week's additional discounting.
2. On-going defensive discounting on Doral at a $2.00 per carton value or higher, when required for competitive reasons as determined by RJR.
3. Full availability of any workplan promotions designated for the outlet type (pack, carton, CTS) in quantities determined by RJR.
4. Referrals through RJR Consumer Hotline for consumers in your marketplace who call in requesting help finding a particular RJR brand or style.

II. Full Partneship Bonus Level

For Retailer(s) who qualified for the Full Partnership Plan who also agree to allocate to RJR a percentage of their total visible cigarette merchandising and advertising space that is significantly greater than RJR's share of market (as defined by RJR on Attachment "MPBL") RJR will offer the following Bonus Level Benefits:

1. One (1) additional week of planned discounting on Winston and Camel products (excluding Camel Regular and Red Kamel styles) and waiver of Retailer match requirement, for a total of ten weeks discounting per quarter funded by RJR.
2. Increase in minimum discount value from $2.00 to $2.50 for five of the ten week program period.

III. Retailer Requirements and Conditions

1. Participate in and fully comply with the terms of your selected RJR Marketing Plan Contract.
2. Maintain full line RJR Brand Distribution as defined by Attachment "FLBD" in sufficient quantities to support sales on an ongoing basis.
3. Sell promoted product only to consumers. Sales or transfers of promoted product to other retail, wholesale or commercial location will result in forfeiture of promotional payments.
4. Properly and continuously maintain RJR POS communication components, including designed pricing POS during promotional activity period for duration of promotion period.
5. Allow RJR the ability to promptly respond to all competitive activity including placement of POS comparable in size and location to any allowed RJR's competitors.
6. Properly execute all programs requested by RJR at store level with retailer personnel.
7. Accepts all proposed workplan promotions as defined by RJRT.

Payments made to Retailers for the price reduction on Winston, Camel and Doral styles will be limited to no more than 110% of RJR's average weekly volume on the specified brand styles based on the 13 week period proceeding the actual discounting program as determined by RJR. In addition, the final two weeks of the discounting program will be limited to 120% of Retailer's average week's RJR volume on specified Winston, Camel and Doral brand styles from the start of the program. RJR reserves the right to make final decisions on payment due and shall have the right to audit any RJR volume data supplied to RJR for payment justification.

Retailer agrees to perform all the requirements set forth in this Agreement. Failure to comply with all the requirements of this Agreement, including the right to audit, will result in forfeiture of promotion payments and may result in termination of this Agreement. Either party can terminate this Agreement upon thirty (30) days notice to the other party. In the event Retailer fails to comply with the requirements of this Agreement, RJR may terminate the Agreement immediately without notice to the Retailer.

6/16/98
Date Agreement Signed

Retailer's Signature [signature]

Title BUYER

7/1/98
Agreement Effective Date

R. J. REYNOLDS TOBACCO COMPANY

By [signature]

Plan Agreed To: Full Level BONUS 10 (Check The Appropriate Level)

RJRT Form 3801 - WML 5/28/1998

51855 4386

Source: https://www.industrydocuments.ucsf.edu/docs/xrhn0000

"MPBL" ATTACHMENT

Merchandising Presence Bonus Plan Worksheet

COMPANIES ON CONTRACT	SHARE OF MARKET
RJR	(A) 36 %
PM	%
B&W	%
LORILLARD	16 %
OTHER	%
TOTAL CONTRACTED SOM	(B) 52 %

RJR % of Total Contracted Share: (A) 36 + (B) 52 = (C) 69

RJR Required % of Merchandising/Presence to Achieve Bonus 60 %
- NOT less than 35%

NEW RLD SETS	OLD WORLD/CURRENT	APPLICATIONS	COMPONENTS	TOTAL # INDUSTRY	RJR REQUIRED
		OUTSIDE LINEAR SET	- Featured Pack Facings	72	48
		- Traditional Pack Contracts	- Front Faced Cartons		
			- Promotional Displays		
		- Maximized Presence Contracts	-Supplemental Advertising	1	1
		WITHIN LINEAR FEET - Maximized Presence Contracts	- Highly Visible Linear Feet		

Account Name Nice N Easy Grocery

6/16/98
Date Agreement Signed

SIS/CID No. 1873-00-08

Authorized By Martin Perkins

Title BUYER

7/1/98
Agreement Effective Date

R. J. REYNOLDS TOBACCO CCOMPANY

By AJ Schwalm

Division Number 1642

51855 4387

RJRT Form 3834 - WML 5/26/1998

Source: https://www.industrydocuments.ucsf.edu/docs/xrhn0000

R. J. REYNOLDS TOBACCO COMPANY

SPECIAL FIXTURE / HIGH IMPACT POS AGREEMENT

Account Name Nice N Easy Grocery

SAS Account Number 171365

R. J. Reynolds Tobacco Company (RJR) will provide a Special Fixture or HIGH IMPACT POS merchandising item(s) to qualifying Retailers. RJR will maintain these units during the useful life of the fixtures.

In consideration for RJR supplying Retailer with Special Fixture(s) or HIGH IMPACT POS item(s), Retailer agrees as follows:

1. Maintain the advertising copy provided by RJR on the Special Fixture(s) or HIGH IMPACT POS for the life of the fixture(s). RJR reserves the right to periodically change the advertising copy on the Fixtures or POS.
2. Prohibit the placement of any posters, shelf strips, decals, displays or other promotional materials, an any part of the Special Fixture(s) or HIGH IMPACT POS item(s), except for those provided by RJR.
3. Load the Special Fixture(s) according to a plan-o-gram provided by RJR.
4. Utilize the Special Fixture(s) and/or HIGH IMPACT POS item(s) at the intended location(s) at retail, for not less than three (3) years.
5. This agreement may be changed only by written agreement of the parties.
6. The Special Fixture(s) and/or HIGH IMPACT POS item(s) remains the property of RJR.
7. If federal, state or local government regulations prohibit or restrict the use of Special Fixtures or HIGH IMPACT POS to the extent that the parties cannot carry out the terms of this Agreement, then this Agreement shall terminate with respect to Retailer's stores which are unable to comply. In such event Retailer will confer with RJR regarding the disposition of the Special Fixture(s) or HIGH IMPACT POS.
8. The Special Fixture(s) / HIGH IMPACT POS item(s) requested are as follows:

QTY	ITEM	QTY	ITEM	QTY	LIST OTHER:
1	2' x 2' Multibrand Pricer		Lighted 2' x 2' Sign		
	2' x 4' Multibrand Pricer		Lighted 3' x 4' Sign		
	Neon Sign		Ceiling Logo		
	8' Lighted Menu Board/Clock		Small CTS Banner		
	CTS Clock		Custom Banner		
	3' x 4' Floor Decal		CTS Floor Ashtray		
	3' x 4' Floor Mat				

Retailer understands that failure of performance of any of the above terms and conditions will no longer entitle Retailer to participate in the RJR merchandising service offered, or to utilize in any way the special fixture(s)/HIGH IMPACT POS item(s) furnished by RJR.

RETAILER APPROVAL

Name and Title MATT Feduano

Signed Matthy Feduano Date 6-16-98

R. J. REYNOLDS TOBACCO COMPANY APPROVAL

Name and Title Sharon Schwalm

Signed Sharon Schwalm Date 6-16-98

Contract Plan

51855 4388

Source: https://www.industrydocuments.ucsf.edu/docs/xrhn0000

R. J. REYNOLDS TOBACCO COMPANY
RETAIL PARTNERS MARKETING PLAN CONTRACT
NON-SELF-SERVICE PACK OUTLET - LEVEL 1/2

R. J. Reynolds Tobacco Company (RJR) is pleased to announce the following Retail Partners Marketing Plan for retail accounts that meet the following criteria:

- Cigarettes represent less than 80% of All Commodity Volume (ACV) for inside sales.
- 51% or more total industry volume sold by the pack in retail outlets where purchases are intended to be quick and convenient evidenced by such factors as limited SKU selection, few registers for product purchases and convenient parking.
- Minimum of 17 cartons of RJR brands sold per week and 100 cartons per week (CPW) industry volume.
- Distribution of RJR brands in all price tiers as required.
- Cigarettes merchandised with product access available to Retailer personnel only.

Retailers not meeting the above requirements should discuss other available merchandising alternatives with an RJR Representative.

MERCHANDISING / PRESENCE PROGRAM ELEMENTS

Level 1 Requirements

- One non-self-service RJR Full Price Priority Brand and one non-self-service RJR Savings Priority Brand display will be maintained in primary line of sight. Displays will occupy the #1 or #2 positions as defined by RJR. RJR non-self-service Full Price Priority Brand display will be maintained on selling counter if any competitive display(s) are on selling counter.
- Retailer will maintain a minimum of 40 total displayed RJR pack facings.

Level 2 Requirements

- Level 1 requirements, plus:
- One additional non-self-service RJR Full Price display will be maintained in primary line of sight. Display will occupy a position acceptable to RJR.

ADDITIONAL MERCHANDISING / PRESENCE REQUIREMENTS -- (Applicable to Level 1 and 2)

- Retailer will accept and execute RJR promotions with sales to consumers only including, but not limited to: pre-book/order book additional product for delivery prior to scheduled promotion; assemble and place RJR promotional displays/advertising in location(s) highly visible to retail consumers.
- Retailer does not accept competitive program featuring carton side panels, such as carton waterfall which provides advantaged presence to competitor.
- Retailer will permit RJR to affix permanent RJR advertising to display and merchandiser space utilized by RJR under this Agreement. Retailer will not permit additional advertising of any kind, including advertising for Retailer's own products, to be affixed to or interfere with RJR displays. RJR share of available signage will be equal to RJR Store SOM or RJR Local Trading Area SOM or 25%, whichever is highest.
- RJR displays and advertising may not be impaired or obstructed from view of consumers by competitive displays or by any other means.
- RJR merchandisers, displays and free standing signage will be lit as designated by RJR.
- RJR will have the ability to effectively communicate all promotional activity to consumers.
- RJR's ability to advertise price will be no less than parity with other participating tobacco companies.
- RJR reserves the right for final approval of display and advertising types, sizes and locations. Retailer will maintain display and advertising space according to RJR authorized plan-o-gram with no additional competitive permanent fixtures and displays allowed beyond those illustrated in plan-o-gram. Changes in authorized location of displays and advertising, or effectiveness of location, will not be made without RJR approval.
- Retailer will provide RJR accurate volume information and will authorize supplier(s) to provide volume data to RJR including specific brand information and promotion activity.
- Retailer will: (1) provide space required for RJR distribution needs; (2) maintain adequate inventory of RJR brands, to include new items for a minimum of 6 months, as requested by RJR; and (3) permit RJR to make reasonable audits of performance and to inspect and rotate RJR products.
- Retailer will not restrict RJR's ability to display, promote or distribute RJR brands and compete equally with other tobacco companies in all areas at retail.
- If legislation or government regulation restrict point-of-sale advertising, RJR will be given the % or number of advertising pieces permitted by law.
- Retailer will not sell or distribute product not intended for domestic sale.
- Other 2 x 2 price
  Outdoor Signage

Retailer agrees to perform the requirements set forth above. Failure to satisfy requirements will result in forfeiture of monthly payment(s) until compliance is achieved or may result in termination of this Agreement.

Either party can terminate this Agreement upon thirty (30) days notice to the other party. In the event Retailer fails to comply with the requirements of this Agreement, RJR may terminate this Agreement immediately upon notification to the Retailer.

MERCHANDISING / PRESENCE PAYMENT

RJR volume will be determined by the average weekly sales of all RJR brands during the most recent 3-month period. RJR will pay qualifying retailer $_____ per month for performance of all requirements described in this Agreement.

R. J. Reynolds Tobacco Company will make payments by check as soon as practicable after the end of each calendar quarter. Payments will be made for stores rendering full performance during a quarter, and on a pro rata basis for stores rendering formance for less than one full quarter, but more than one calendar month. Retailer will not deduct amounts due under contract .m invoices due RJR.

51855 4389

Source: https://www.industrydocuments.ucsf.edu/docs/xrhn0000

R. J. REYNOLDS TOBACCO COMPANY
RETAIL PARTNERS MARKETING PLAN CONTRACT
NON-SELF-SERVICE PACK OUTLET - LEVEL 1/2

Request For Taxpayer Identification Number and Certification

R. J. Reynolds Tobacco Company must withhold tax at the rate of 31% from payee in conformity with Internal Revenue Service backup withholding requirements, if the payee fails to provide R. J. Reynolds Tobacco Company with sufficient correct information to issue a Form 1099 to such payee for any calendar year. With individual proprietorship, this information is the person's individual name and either his/her social security number (S.S. No.) or the employer identification number (EIN) for the proprietorship. In addition to the payee's individual name, the payee may also provide the business name for the sole proprietorship, provided the individual name is listed before the business name. (Sole proprietors may not furnish only the business name.) With respect to corporations, partnerships, estates, trusts, and similar entities, the necessary information is the entity's name and employer identification number (EIN) as it appears on IRS Form 575 (Assignment of Employer Identification Number).

Type of Organization: ☒ Corporation ☐ Sole Proprietor ☐ Partnership, Estate, Trust, etc.

Is this a corporation exempt from backup withholding? ☐ Yes ☐ No

Please use the appropriate line to fill in the name and Taxpayer Identification Number:

Corporation Name Nice N Easy Grocery EIN

or

Sole Proprietor's Name S.S. No.

Sole Proprietor's Business Name EIN

or

Partnership, Estate, Trust, etc. EIN

Address (Number, Street and Apt. or Suite No.)

Address (City, State and Zip Code)

Certification:

Under penalties of perjury, I certify that:

1. The number shown above is my correct taxpayer identification number (or I am waiting for a number to be issued to me) and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

Certification Instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because of under reporting interest on your tax return.

Store Name (Please Print) Nice N Easy Grocery RJR Account No. 171365

Street Address RD#3 Oxbow Rd. RJR Territory No. 1642

City/State Canastota, NY Zip Code 13032

Call Classification Brand (If Chain) 1873-00-00

Current RJR Volume	Type	No. Stores	Monthly Payment	Total Quarterly Dollar Amount
				$
				$
				$
			TOTAL	

6/16/98
Date Contract Signed

Retailer's Signature

Title BUYER

7/1/98
Contract Effective Date

R. J. REYNOLDS TOBACCO COMPANY

By

FUNCTION	CONTRACT TYPE	TYPE	UNITS	RATE	EFFECTIVE MO/YR

FUNCTION:
A = ADD
E = END
D = DELETE
C = CHANGE

RJRT Form 3803 - WML 5/20/1998

51855 4390

Source: https://www.industrydocuments.ucsf.edu/docs/xrhn0000

"MPBL" ATTACHMENT

Merchandising Presence Bonus Plan Worksheet

COMPANIES ON CONTRACT	SHARE OF MARKET
RJR	(A) 36 %
PM	%
B&W	%
LORILLARD	16 %
OTHER	%
TOTAL CONTRACTED SOM	(B) 52 %

RJR % of Total Contracted Share: (A) 36 ÷ (B) 52 = (C) 69

RJR Required % of Merchandising/Presence to Achieve Bonus 60 %
- NOT less than 35%

NEW WORLD SETS	OLD WORLD/CURRENT	APPLICATIONS	COMPONENTS	TOTAL # INDUSTRY	RJR REQUIRED
		OUTSIDE LINEAR SET	- Featured Pack Facings	66	40
		- Traditional Pack Contracts	- Front Faced Cartons	—	—
			- Promotional Displays	—	—
		- Maximized Presence Contracts	-Supplemental Advertising	1	1
		WITHIN LINEAR FEET - Maximized Presence Contracts	- Highly Visible Linear Feet		

Account Name Nice N Easy Grocery

6/16/98
Date Agreement Signed

SIS/CID No. 1873-00-00

Authorized By [signature]

Title Buyer

7/1/98
Agreement Effective Date

R. J. REYNOLDS TOBACCO CCOMPANY

By [signature]

Division Number 1642

51855 4391

RJRT Form 3834 - WML 5/28/1998

Source: https://www.industrydocuments.ucsf.edu/docs/xrhn0000

R. J. REYNOLDS TOBACCO COMPANY
RETAIL PARTNERS RESOURCE PLAN
-- FULL PARTNERSHIP PLAN LEVEL --

R. J. Reynolds Tobacco Company ("RJR") is pleased to announce the following Retail Partners Resource Plans ("PRP") available to you as a participant in one of our below listed Retail Partners Marketing Plan Contracts:

PACK	CARTON	CTS
☒ Level 2	☐ Level 2	☐ Drive Thru ☐ CTS Enhanced
☐ Level 2 Maximized Presence		☐ CTS

The "PRP" is offered in reponse to historically high competitive discounting activity, RJR's need to protect itself against certain aspects of this activity, and RJR's desire to bring value to and assist its Retail Partners.

I. Full Partnership Plan Benefits

1. Eight (8) weeks per quarter of planned pricing promotion on Winston and Camel products (excluding Camel Regular and Red Kamel) at a $2.00 per carton minimum value. RJR will provide a ninth week of planned pricing promotion at a $2.00 minimum per carton value if the Retailer agrees to provide one week of equivalent discount value on the same brands or provides services deemed by RJR to be of equal value to a week's additional discounting.
2. On-going defensive discounting on Doral at a $2.00 per carton value or higher, when required for competitive reasons as determined by RJR.
3. Full availability of any workplan promotions designated for the outlet type (pack, carton, CTS) in quantities determined by RJR.
4. Referrals through RJR Consumer Hotline for consumers in your marketplace who call in requesting help finding a particular RJR brand or style.

II. Full Partneship Bonus Level

For Retailer(s) who qualified for the Full Partnership Plan who also agree to allocate to RJR a percentage of their total visible cigarette merchandising and advertising space that is significantly greater than RJR's share of market (as defined by RJR on Attachment "MPBL") RJR will offer the following Bonus Level Benefits:

1. One (1) additional week of planned discounting on Winston and Camel products (excluding Camel Regular and Red Kamel styles) and waiver of Retailer match requirement, for a total of ten weeks discounting per quarter funded by RJR.
2. Increase in minimum discount value from $2.00 to $2.50 for five of the ten week program period.

III. Retailer Requirements and Conditions

1. Participate in and fully comply with the terms of your selected RJR Marketing Plan Contract.
2. Maintain full line RJR Brand Distribution as defined by Attachment "FLBD" in sufficient quantities to support sales on an ongoing basis.
3. Sell promoted product only to consumers. Sales or transfers of promoted product to other retail, wholesale or commercial location will result in forfeiture of promotional payments.
4. Properly and continuously maintain RJR POS communication components, including designed pricing POS during promotional activity period for duration of promotion period.
5. Allow RJR the ability to promptly respond to all competitive activity including placement of POS comparable in size and location to any allowed RJR's competitors.
6. Properly execute all programs requested by RJR at store level with retailer personnel.
7. Accepts all proposed workplan promotions as defined by RJRT.

Payments made to Retailers for the price reduction on Winston, Camel and Doral styles will be limited to no more than 110% of RJR's average weekly volume on the specified brand styles based on the 13 week period proceeding the actual discounting program as determined by RJR. In addition, the final two weeks of the discounting program will be limited to 120% of Retailer's average week's RJR volume on specified Winston, Camel and Doral brand styles from the start of the program. RJR reserves the right to make final decisions on payment due and shall have the right to audit any RJR volume data supplied to RJR for payment justification.

Retailer agrees to perform all the requirements set forth in this Agreement. Failure to comply with all the requirements of this Agreement, including the right to audit, will result in forfeiture of promotion payments and may result in termination of this Agreement. Either party can terminate this Agreement upon thirty (30) days notice to the other party. In the event Retailer fails to comply with the requirements of this Agreement, RJR may terminate the Agreement immediately without notice to the Retailer.

6/16/98
Date Agreement Signed

Retailer's Signature [signature]

Title BUYER

7/1/98
Agreement Effective Date

R. J. REYNOLDS TOBACCO COMPANY

By [signature]

Plan Agreed To: Full Level Bonus 10 (Check The Appropriate Level)

CT Form 3601 - WML 5/28/1998

51855 4392

Source: https://www.industrydocuments.ucsf.edu/docs/xrhn0000

R. J. REYNOLDS TOBACCO COMPANY

SPECIAL FIXTURE / HIGH IMPACT POS AGREEMENT

Account Name Nice N Easy Grocery

Account Number 171365

R. J. Reynolds Tobacco Company (RJR) will provide a Special Fixture or HIGH IMPACT POS merchandising item(s) to qualifying Retailers. RJR will maintain these units during the useful life of the fixtures.

In consideration for RJR supplying Retailer with Special Fixture(s) or HIGH IMPACT POS item(s), Retailer agrees as follows:

1. Maintain the advertising copy provided by RJR on the Special Fixture(s) or HIGH IMPACT POS for the life of the fixture(s). RJR reserves the right to periodically change the advertising copy on the Fixtures or POS.
2. Prohibit the placement of any posters, shelf strips, decals, displays or other promotional materials, an any part of the Special Fixture(s) or HIGH IMPACT POS item(s), except for those provided by RJR.
3. Load the Special Fixture(s) according to a plan-o-gram provided by RJR.
4. Utilize the Special Fixture(s) and/or HIGH IMPACT POS item(s) at the intended location(s) at retail, for not less than three (3) years.
5. This agreement may be changed only by written agreement of the parties.
6. The Special Fixture(s) and/or HIGH IMPACT POS item(s) remains the property of RJR.
7. If federal, state or local government regulations prohibit or restrict the use of Special Fixtures or HIGH IMPACT POS to the extent that the parties cannot carry out the terms of this Agreement, then this Agreement shall terminate with respect to Retailer's stores which are unable to comply. In such event Retailer will confer with RJR regarding the disposition of the Special Fixture(s) or HIGH IMPACT POS.
8. The Special Fixture(s) / HIGH IMPACT POS item(s) requested are as follows:

QTY	ITEM	QTY	ITEM	QTY	LIST OTHER:
1	2' x 2' Multibrand Pricer		Lighted 2' x 2' Sign		
	2' x 4' Multibrand Pricer		Lighted 3' x 4' Sign		
	Neon Sign		Ceiling Logo		
	8' Lighted Menu Board/Clock		Small CTS Banner		
	CTS Clock		Custom Banner		
	3' x 4' Floor Decal		CTS Floor Ashtray		
	3' x 4' Floor Mat				

Retailer understands that failure of performance of any of the above terms and conditions will no longer entitle Retailer to participate in the RJR merchandising service offered, or to utilize in any way the special fixture(s)/HIGH IMPACT POS item(s) furnished by RJR.

RETAILER APPROVAL

Name and Title MATT Paduano

Signed Matt Paduano Date 6-16-98

R. J. REYNOLDS TOBACCO COMPANY APPROVAL

Name and Title Sharon Schwalm Account Manager

Signed S Schwalm Date 6-16-98

Contract Plan

Form 3827 - WML 5/28/1998

51855 4393

Source: https://www.industrydocuments.ucsf.edu/docs/xrhn0000

R. J. REYNOLDS TOBACCO COMPANY
RETAIL PARTNERS MARKETING PLAN CONTRACT
MAXIMIZED PRESENCE PACK OUTLET < 80% ACV
LEVEL 2

R. J. Reynolds Tobacco Company (RJR) is pleased to announce the following Retail Partners Marketing Plan for retail accounts that meet the following criteria:

- Cigarettes represent less than 80% of All Commodity Volume (ACV) for inside sales.
- 51% or more total industry volume sold by the pack in retail outlets where purchases are intended to be quick and convenient evidenced by such factors as limited SKU selection, few registers for product purchases and convenient parking.
- Minimum of 17 cartons of RJR brands sold per week and 100 cartons per week (CPW) industry volume.
- Distribution of all RJR brands in all price tiers as required.
- Cigarettes are merchandised and sold from a Maximized Presence tobacco configuration. Maximized Presence consists of the following components: RJR Side Carton (Waterfall) Display; RJR Promotional Unit; RJR Full Price Priority Brand Display(s); RJR Savings Priority Brand Display. These components are intergrated within conventional merchandising fixture(s), slatwall configuration or exist separately within primary line of sight in either self or non-self service setting at the primary point of purchase.

Retailers not meeting the above requirements should discuss other available merchandising alternatives with an RJR Representative.

MERCHANDISING / PRESENCE PROGRAM ELEMENTS

- No RJR displays or advertising will be merchandised below competitive brands or advertising.
- Two RJR Full Price Priority Brands and one RJR Savings Priority Brand display will be maintained in primary line of sight. One RJR Full Price Priority Brand and one RJR Savings Priority Brand display will occupy the #1 or #2 positions as defined by RJR. Second RJR Full Price Priority Brand will occupy a position acceptable to RJR. If any competitive displays are maintained on selling counter, RJR Full Price Priority Brand Display(s) and/or Savings Priority Brand display will be maintained on selling counter to match full price and/or savings competitive display(s) on selling counter.
- RJR Priority Brand pack displays will occupy no less than forty (40) pack facings, not including promotional space, as designated by RJR.
- Two RJR Full Price Priority Promotional and one RJR Savings Priority Promotional display with pricing capability will be maintained in primary line of sight. One RJR Full Price Priority and one RJR Savings Priority Promotional display will occupy the #1 or #2 positions as defined by RJR. Second RJR Full Price Priority Promotional display will occupy space acceptable to RJR.
- Retailer will maintain side carton visibility for two RJR Full Price Priority Brands and one RJR Savings Priority Brand as designated by RJR in primary line of sight. RJR side carton visibility will be equal to RJR Store SOM or RJR Local Trading SOM or 25%, whichever is highest, but in each case no less than three (3) cartons per Priority Brand.
- RJR share of total available pack/carton facings and signage will be equal to RJR Store SOM or RJR Local Trading Area SOM or 25% whichever is highest, provided that, in merchandising configurations integrated within fixtures or slatwall sets, RJR's total available will be no less than three (3) linear feet wide creating a merchandising space of no less than 12 square feet.
- Non-Priority RJR Brands will be merchandised immediately below RJR Priority Brands until all required SKU's are satisfied.

ADDITIONAL MERCHANDISING / PRESENCE REQUIREMENTS

- Retailer will accept and execute RJR promotions with sales to consumers only including, but not limited to: pre-book/order book additional product for delivery prior to scheduled promotion; assemble and place RJR promotional displays/advertising in location(s) highly visible to retail consumers.
- Retailer will permit RJR to affix permanent RJR advertising to display and merchandiser space utilized by RJR under this Agreement. Retailer will not permit additional advertising of any kind, including advertising for Retailer's own products, to be affixed to or interfere with RJR displays.
- RJR merchandisers, displays and free standing signage will be lit as designated by RJR.
- RJR displays and advertising may not be impaired or obstructed from view of consumers by competitive displays or by any other means.
- RJR will have the ability to effectively communicate all promotional activity to consumers.
- RJR's ability to advertise price will be no less than parity with other participating tobacco companies.
- RJR reserves the right for final approval of display and advertising types, sizes and locations. Retailer will maintain display and advertising space according to RJR authorized plan-o-gram with no additional competitive permanent fixtures and displays allowed beyond those illustrated in plan-o-gram. Changes in authorized location of displays and advertising, or effectiveness of location, will not be made without RJR approval.
- Retailer will provide RJR accurate volume information and will authorize supplier(s) to provide volume data to RJR including specific brand information and promotion activity.
- Retailer will: (1) provide space required for RJR distribution needs; (2) maintain adequate inventory of RJR brands, to include new items for a minimum of 6 months, as requested by RJR; and (3) permit RJR to make reasonable audits of performance and to inspect and rotate RJR products.
- Retailer will not restrict RJR's ability to display, promote or distribute RJR brands and compete equally with other tobacco companies in all areas at retail.
- If legislation or government regulation restricts point-of-sale advertising, RJR will be given the % or number of advertising pieces permitted by law.
- Retailer will not sell or distribute product not intended for domestic sale.
- Other 2x2 price outdoor Signage

Retailer agrees to perform the requirements set forth above. Failure to satisfy requirements will result in forfeiture of monthly payment(s) until compliance is achieved or may result in termination of this Agreement.

Either party can terminate this Agreement upon thirty (30) days notice to the other party. In the event Retailer fails to comply with the requirements of this Agreement, RJR may terminate this Agreement immediately upon notification to the Retailer.

MERCHANDISING / PRESENCE PAYMENT

RJR volume will be determined by the average weekly sales of all RJR brands during the most recent 3-month period. RJR will pay qualifying retailer $_____ per month for performance of all requirements described in this Agreement.

R. J. Reynolds Tobacco Company will make payments by check as soon as practicable after the end of each calendar quarter. Payments will be made for stores rendering full performance during a quarter, and on a pro rata basis for stores rendering performance for less than one full quarter, but more than one calendar month. Retailer will not deduct amounts due under contract from invoices due RJR.

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Source: https://www.industrydocuments.ucsf.edu/docs/xrhn0000

R. J. REYNOLDS TOBACCO COMPANY
RETAIL PARTNERS MARKETING PLAN CONTRACT
MAXIMIZED PRESENCE PACK OUTLET < 80% ACV
LEVEL 2

Request For Taxpayer Identification Number and Certification

R. J. Reynolds Tobacco Company must withhold tax at the rate of 31% from payee in conformity with Internal Revenue Service backup withholding requirements, if the payee fails to provide R. J. Reynolds Tobacco Company with sufficient correct information to issue a Form 1099 to such payee for the calendar year. With individual proprietorship, this information is the person's individual name and either his/her social security number (S.S. No.) or the employer identification number (EIN) for the proprietorship. In addition to the payee's individual name, the payee may also provide the business name for the sole proprietorship, provided the individual name is listed before the business name. (Sole proprietors may not furnish only the business name.) With respect to corporations, partnerships, estates, trusts, and similar entities, the necessary information is the entity's name and employer identification number (EIN) as it appears on IRS Form 575 (Assignment of Employer Identification Number).

Type of Organization: ☑ Corporation ☐ Sole Proprietor ☐ Partnership, Estate, Trust, etc.

Is this a corporation exempt from backup withholding? ☐ Yes ☐ No

Please use the appropriate line to fill in the name and Taxpayer Identification Number:

Corporation Name Nice N Easy Grocery EIN |_|_|-|_|_|_|_|_|_|_|

or

Sole Proprietor's Name _____ S.S. No. |_|_|_|-|_|_|-|_|_|_|_|

Sole Proprietor's Business Name _____ EIN |_|_|-|_|_|_|_|_|_|_|

or

Partnership, Estate, Trust, etc. _____ EIN |_|_|-|_|_|_|_|_|_|_|

Address (Number, Street and Apt. or Suite No.) _____

Address (City, State and Zip Code) _____

Certification:

Under penalties of perjury, I certify that:

1. The number shown above is my correct taxpayer identification number (or I am waiting for a number to be issued to me) and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

CertificationInstructions: You must cross out Item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because of under reporting interest on your tax return.

re Name (Please Print) Nice N Easy Grocery RJR Account No. 171365

Street Address RD#3 Oxbow Rd RJR Territory No. 1642

City/State Canastota, NY Zip Code 13032

Call Classification _____ Brand (If Chain) _____

Current RJR Volume	Type	No. Stores	Monthly Payment	Total Quarterly Dollar Amount
				$
				$
				$
			TOTAL	

6/16/98
Date Contract Signed

Retailer's Signature _____

Title Buyer

7/1/98
Contract Effective Date

R. J. REYNOLDS TOBACCO COMPANY

By _____

FUNCTION	CONTRACT TYPE	TYPE	UNITS	RATE	EFFECTIVE MO/YR

FUNCTION:

A = ADD
E = END
C = DELETE CHANGE

RJR Form 3806 - WML 5/28/1998

51855 4395

Source: https://www.industrydocuments.ucsf.edu/docs/xrhn0000

"MPBL" ATTACHMENT

Merchandising Presence Bonus Plan Worksheet

COMPANIES ON CONTRACT	SHARE OF MARKET
RJR	(A) 36 %
PM	%
B&W	7 %
LORILLARD	16 %
OTHER	%
TOTAL CONTRACTED SOM	(B) 59 %

RJR % of Total Contracted Share: (A) 36 ÷ (B) 59 = (C) 61

RJR Required % of Merchandising/Presence to Achieve Bonus 60 %
- NOT less than 35%

NEW WORLD SETS	OLD WORLD/CURRENT	APPLICATIONS	COMPONENTS	TOTAL # INDUSTRY	RJR REQUIRED
		OUTSIDE LINEAR SET	- Featured Pack Facings	146	87
		- Traditional Pack Contracts	- Front Faced Cartons	3	3
			- Promotional Displays	2	2
		- Maximized Presence Contracts	-Supplemental Advertising	1	1
		WITHIN LINEAR FEET - Maximized Presence Contracts	- Highly Visible Linear Feet	9	5.4

Account Name Nice N Easy Grocery

6/16/98
Date Agreement Signed

SIS/CID No. 1873-00-00

Authorized By [signature]

Title 6-16-98

7/1/98
Agreement Effective Date

R. J. REYNOLDS TOBACCO CCOMPANY

By [signature]

Division Number 1642

51855 4396

RJRT Form 3834 - WML 5/28/1998

Source: https://www.industrydocuments.ucsf.edu/docs/xrhn0000

R. J. REYNOLDS TOBACCO COMPANY
RETAIL PARTNERS RESOURCE PLAN
– FULL PARTNERSHIP PLAN LEVEL –

R. J. Reynolds Tobacco Company ("RJR") is pleased to announce the following Retail Partners Resource Plans ("PRP") available to you as a participant in one of our below listed Retail Partners Marketing Plan Contracts:

PACK	CARTON	CTS
☐ Level 2	☐ Level 2	☐ Drive Thru ☐ CTS Enhanced
☒ Level 2 Maximized Presence		☐ CTS

The "PRP" is offered in reponse to historically high competitive discounting activity, RJR's need to protect itself against certain aspects of this activity, and RJR's desire to bring value to and assist its Retail Partners.

I. Full Partnership Plan Benefits

1. Eight (8) weeks per quarter of planned pricing promotion on Winston and Camel products (excluding Camel Regular and Red Kamel) at a $2.00 per carton minimum value. RJR will provide a ninth week of planned pricing promotion at a $2.00 minimum per carton value if the Retailer agrees to provide one week of equivalent discount value on the same brands or provides services deemed by RJR to be of equal value to a week's additional discounting.
2. On-going defensive discounting on Doral at a $2.00 per carton value or higher, when required for competitive reasons as determined by RJR.
3. Full availability of any workplan promotions designated for the outlet type (pack, carton, CTS) in quantities determined by RJR.
4. Referrals through RJR Consumer Hotline for consumers in your marketplace who call in requesting help finding a particular RJR brand or style.

II. Full Partneship Bonus Level

For Retailer(s) who qualified for the Full Partnership Plan who also agree to allocate to RJR a percentage of their total visible cigarette merchandising and advertising space that is significantly greater than RJR's share of market (as defined by RJR on Attachment "MPBL") RJR will offer the following Bonus Level Benefits:

1. One (1) additional week of planned discounting on Winston and Camel products (excluding Camel Regular and Red Kamel styles) and waiver of Retailer match requirement, for a total of ten weeks discounting per quarter funded by RJR.
2. Increase in minimum discount value from $2.00 to $2.50 for five of the ten week program period.

III. Retailer Requirements and Conditions

1. Participate in and fully comply with the terms of your selected RJR Marketing Plan Contract.
2. Maintain full line RJR Brand Distribution as defined by Attachment "FLBD" in sufficient quantities to support sales on an ongoing basis.
3. Sell promoted product only to consumers. Sales or transfers of promoted product to other retail, wholesale or commercial location will result in forfeiture of promotional payments.
4. Properly and continuously maintain RJR POS communication components, including designed pricing POS during promotional activity period for duration of promotion period.
5. Allow RJR the ability to promptly respond to all competitive activity including placement of POS comparable in size and location to any allowed RJR's competitors.
6. Properly execute all programs requested by RJR at store level with retailer personnel.
7. Accepts all proposed workplan promotions as defined by RJRT.

Payments made to Retailers for the price reduction on Winston, Camel and Doral styles will be limited to no more than 110% of RJR's average weekly volume on the specified brand styles based on the 13 week period proceeding the actual discounting program as determined by RJR. In addition, the final two weeks of the discounting program will be limited to 120% of Retailer's average week's RJR volume on specified Winston, Camel and Doral brand styles from the start of the program. RJR reserves the right to make final decisions on payment due and shall have the right to audit any RJR volume data supplied to RJR for payment justification.

Retailer agrees to perform all the requirements set forth in this Agreement. Failure to comply with all the requirements of this Agreement, including the right to audit, will result in forfeiture of promotion payments and may result in termination of this Agreement. Either party can terminate this Agreement upon thirty (30) days notice to the other party. In the event Retailer fails to comply with the requirements of this Agreement, RJR may terminate the Agreement immediately without notice to the Retailer.

6/16/98
Date Agreement Signed

Retailer's Signature [signature]

Title Buyer

7/1/98
Agreement Effective Date

R. J. REYNOLDS TOBACCO COMPANY

By [signature]

Plan Agreed To: Full Level Bonus 10 (Check The Appropriate Level)

[illegible] Form 3801 - WML 5/28/1998

51855 4397

Source: https://www.industrydocuments.ucsf.edu/docs/xrhn0000

R. J. REYNOLDS TOBACCO COMPANY

SPECIAL FIXTURE / HIGH IMPACT POS AGREEMENT

Account Name Nice N Easy Grocery

SIS Account Number 171365

R. J. Reynolds Tobacco Company (RJR) will provide a Special Fixture or HIGH IMPACT POS merchandising item(s) to qualifying Retailers. RJR will maintain these units during the useful life of the fixtures.

In consideration for RJR supplying Retailer with Special Fixture(s) or HIGH IMPACT POS item(s), Retailer agrees as follows:

1. Maintain the advertising copy provided by RJR on the Special Fixture(s) or HIGH IMPACT POS for the life of the fixture(s). RJR reserves the right to periodically change the advertising copy on the Fixtures or POS.
2. Prohibit the placement of any posters, shelf strips, decals, displays or other promotional materials, an any part of the Special Fixture(s) or HIGH IMPACT POS item(s), except for those provided by RJR.
3. Load the Special Fixture(s) according to a plan-o-gram provided by RJR.
4. Utilize the Special Fixture(s) and/or HIGH IMPACT POS item(s) at the intended location(s) at retail, for not less than three (3) years.
5. This agreement may be changed only by written agreement of the parties.
6. The Special Fixture(s) and/or HIGH IMPACT POS item(s) remains the property of RJR.
7. If federal, state or local government regulations prohibit or restrict the use of Special Fixtures or HIGH IMPACT POS to the extent that the parties cannot carry out the terms of this Agreement, then this Agreement shall terminate with respect to Retailer's stores which are unable to comply. In such event Retailer will confer with RJR regarding the disposition of the Special Fixture(s) or HIGH IMPACT POS.
8. The Special Fixture(s) / HIGH IMPACT POS item(s) requested are as follows:

QTY	ITEM	QTY	ITEM	QTY	LIST OTHER:
1	2' x 2' Multibrand Pricer		Lighted 2' x 2' Sign		
	2' x 4' Multibrand Pricer		Lighted 3' x 4' Sign		
	Neon Sign		Ceiling Logo		
	8' Lighted Menu Board/Clock		Small CTS Banner		
	CTS Clock		Custom Banner		
	3' x 4' Floor Decal		CTS Floor Ashtray		
	3' x 4' Floor Mat				

Retailer understands that failure of performance of any of the above terms and conditions will no longer entitle Retailer to participate in the RJR merchandising service offered, or to utilize in any way the special fixture(s)/HIGH IMPACT POS item(s) furnished by RJR.

RETAILER APPROVAL

Name and Title MATT Paduano

Signed Matt Paduano Date 6-16-98

R. J. REYNOLDS TOBACCO COMPANY APPROVAL

Name and Title Sharon Schwalm

Signed S M Schwalm Date 6-16-98

Contract Plan

51855 4398

Form 3827 - WML 5/28/1998

Source: https://www.industrydocuments.ucsf.edu/docs/xrhn0000

R. J. REYNOLDS TOBACCO COMPANY
RETAIL PARTNERS MARKETING PLAN CONTRACT
CARTON OUTLET - ACV < 80%
LEVEL 1/2

R. Reynolds Tobacco Company (RJR) is pleased to announce the following Retail Partners programs for all retailers that meet the following criteria:

- Cigarettes represent less than 80% of All Commodity Volume (ACV) for inside sales.
- 51% or more total industry volume sold by the carton.
- Minimum of 80 cartons of RJR brands sold per week.
- Distribution of all RJR brands in all price tiers as required.

Retailers not meeting the above requirements should discuss other available merchandising alternatives with an RJR Representative.

MERCHANDISING / PRESENCE PROGRAM ELEMENTS

- Level 1 Requirements
  - Cigarettes are merchandised from an unmanned location in a locked, visible fixture inaccessible to consumers.
- Level 2 Requirements
  - Cigarettes are merchandised on a self-service basis or, if non-self-service, merchandised in a manned non-self-service merchandising configuration.
  - RJR must have the ability to effectively promote utilizing a promotional display vehicle approved by RJR.

ADDITIONAL MERCHANDISING / PRESENCE REQUIREMENTS – (Applicable to Levels 1 and 2)

- Retailer will accept and execute RJR promotions with sales to consumers only including, but not limited to: pre-book/order book additional product for delivery prior to scheduled promotion; assemble and place RJR promotional displays/advertising in location(s) highly visible to retail consumers.
- Retailer will maintain side carton visibility for two (2) RJR Full Price Priority Brands and one (1) RJR Savings Priority Brand as designated by RJR in primary line of sight. RJR side carton visibility will be equal to RJR Store SOM or RJR Local Segment SOM or 25%, whichever is highest, but in each case no less than three cartons per Priority Brand.
- Space and facings for RJR cartons and packs will be equal to RJR Store SOM or RJR Local Segment SOM or 25% whichever is highest.
- RJR packs and cartons will be merchandised either Horizontally or Vertically but must equal no less than 50% of the available top shelves in a contiguous manner until space requirement is satisfied.
- Retailer will maintain an RJR (or approved) carton merchandiser with RJR approved canopy signage.
- RJR will have space and presence representation equal to competition in cases where packs/cartons are merchandised outside of the industry fixture location. This includes but is not limited to self-service and non-self-service checklane fixtures/displays.
- Retailer will permit RJR to affix permanent RJR advertising to display and merchandier space utilized by RJR under this Agreement. Retailer will not permit additional advertising of any kind, including advertising for Retailer's own products, to be affixed to or above RJR merchandising space utilized under this Agreement. RJR share of available signage will be equal to RJR Store SOM or RJR Local Segment SOM or 25%, whichever is highest.
- RJR displays and advertising may not be impaired or obstructed from view of consumers by competitive displays or by any other means.
- RJR merchandisers, displays and free standing signage will be lit as designated by RJR.
- RJR will have the ability to effectively communicate all promotional activity to consumers at point-of-purchase.
- RJR's ability to advertise price will be no less than parity with other participating tobacco companies.
- RJR reserves the right for final approval of display and advertising types, sizes and locations. Retailer will maintain display and advertising space according to RJR authorized plan-o-gram with no additional competitive permanent fixtures and displays allowed beyond thos illustrated in plan-o-gram. Changes in authorized location of displays and advertising, or effectiveness of location, will not be made without RJR approval.
- Retailer will provide RJR accurate volume information and will authorize supplier(s) to provide volume data to RJR including specific brand information and promotion activity.
- Retailer will: (1) provide space required for RJR distribution needs; (2) maintain adequate inventory of RJR brands, to include new items for a minimum of 6 months, as requested by RJR; and (3) permit RJR to make reasonable audits of performance and to inspect and rotate RJR products.
- Retailer will not restrict RJRs ability to display, promote or distribute RJR brands and compete equally with other tobacco companies in all areas at retail.
- If legislation or government regulation restricts point-of-sale advertising, RJR will be given the % or number of advertising pieces permitted by law.
- Retailer will not sell or distribute product not intended for domestic sale.
- Other 2x2 prices Outdoor Signage Menu Board

Retailer agrees to perform the requirements set forth above. Failure to satisfy requirements will result in forfeiture of monthly payment(s) until compliance is achieved or may result in termination of this Agreement.

Either party can terminate this Agreement upon thirty (30) days notice to the other party. In the event Retailer fails to comply with the requirements of this Agreement, RJR may terminate this Agreement immediately upon notification to the Retailer.

MERCHANDISING / PRESENCE PAYMENT

RJR volume will be determined by the average weekly sales of all RJR brands during the most recent 3-month period. RJR will pay qualifying retailer $_____ per month for performance of all requirements described in this Agreement.

R. J. Reynolds Tobacco Company will make payments by check as soon as practicable after the end of each calendar quarter. Payments will be made for stores rendering full performance during a quarter, and on a pro rata basis for stores rendering performance for less than one full quarter, but more than one calendar month. Retailer will not deduct amounts due under contract from invoices due RJR.

51855 4399

Source: https://www.industrydocuments.ucsf.edu/docs/xrhn0000

R. J. REYNOLDS TOBACCO COMPANY
RETAIL PARTNERS MARKETING PLAN CONTRACT
CARTON OUTLET - ACV < 80%
LEVEL 1/2

Request For Taxpayer Identification Number and Certification

R. J. Reynolds Tobacco Company must withhold tax at the rate of 31% from payee in conformity with Internal Revenue Service backup withholding requirements, if the payee fails to provide R. J. Reynolds Tobacco Company with sufficient correct information to issue a Form 1099 to such payee for y calendar year. With individual proprietorship, this information is the person's individual name and either his/her social security number (S.S. No.) . the employer identification number (EIN) for the proprietorship. In addition to the payee's individual name, the payee may also provide the business name for the sole proprietorship, provided the individual name is listed before the business name. (Sole proprietors may not furnish only the business name.) With respect to corporations, partnerships, estates, trusts, and similar entities, the necessary information is the entity's name and employer identification number (EIN) as it appears on IRS Form 575 (Assignment of Employer Identification Number).

Type of Organization: [X] Corporation [ ] Sole Proprietor [ ] Partnership, Estate, Trust, etc.

Is this a corporation exempt from backup withholding? [ ] Yes [ ] No

Please use the appropriate line to fill in the name and Taxpayer Identification Number:

Corporation Name Nice N Easy Grocery Shoppes EIN

or

Sole Proprietor's Name S.S. No.

Sole Proprietor's Business Name EIN

or

Partnership, Estate, Trust, etc. EIN

Address (Number, Street and Apt. or Suite No.)

Address (City, State and Zip Code)

Certification:

Under penalties of perjury, I certify that:

1. The number shown above is my correct taxpayer identification number (or I am waiting for a number to be issued to me) and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

Certification Instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because of under reporting interest on your tax return.

ore Name (Please Print) Nice N Easy Grocery RJR Account No. 171365

Street Address RD#3 Oxbow Rd RJR Territory No. 1642

City/State Canastota, NY Zip Code 13032

Call Classification Brand (If Chain) 1873-00-00

Current RJR Volume	Type	No. Stores	Monthly Payment	Total Quarterly Dollar Amount
				$
				$
				$
			TOTAL	

6/16/98
Date Contract Signed

Retailer's Signature Matthew Podum

Title Buyer

7/1/98
Contract Effective Date

R. J. REYNOLDS TOBACCO COMPANY

By [signature]

FUNCTION:	FUNCTION	CONTRACT TYPE	TYPE	UNITS	RATE	EFFECTIVE MO/YR
A = ADD						
E = END						
D = DELETE						
CHANGE						

RJRT Form 3808 - WML 5/28/1998

51855 4400

Source: https://www.industrydocuments.ucsf.edu/docs/xrhn0000

R. J. REYNOLDS TOBACCO COMPANY
RETAIL PARTNERS RESOURCE PLAN
-- FULL PARTNERSHIP PLAN LEVEL --

R. J. Reynolds Tobacco Company ("RJR") is pleased to announce the following Retail Partners Resource Plans ("PRP") available to u as a participant in one of our below listed Retail Partners Marketing Plan Contracts:

PACK	CARTON	CTS
☐ Level 2	☒ Level 2	☐ Drive Thru ☐ CTS Enhanced
☐ Level 2 Maximized Presence		☐ CTS

The "PRP" is offered in reponse to historically high competitive discounting activity, RJR's need to protect itself against certain aspects of this activity, and RJR's desire to bring value to and assist its Retail Partners.

I. Full Partnership Plan Benefits

1. Eight (8) weeks per quarter of planned pricing promotion on Winston and Camel products (excluding Camel Regular and Red Kamel) at a $2.00 per carton minimum value. RJR will provide a ninth week of planned pricing promotion at a $2.00 minimum per carton value if the Retailer agrees to provide one week of equivalent discount value on the same brands or provides services deemed by RJR to be of equal value to a week's additional discounting.
2. On-going defensive discounting on Doral at a $2.00 per carton value or higher, when required for competitive reasons as determined by RJR.
3. Full availability of any workplan promotions designated for the outlet type (pack, carton, CTS) in quantities determined by RJR.
4. Referrals through RJR Consumer Hotline for consumers in your marketplace who call in requesting help finding a particular RJR brand or style.

II. Full Partneship Bonus Level

For Retailer(s) who qualified for the Full Partnership Plan who also agree to allocate to RJR a percentage of their total visible cigarette merchandising and advertising space that is significantly greater than RJR's share of market (as defined by RJR on Attachment "MPBL") RJR will offer the following Bonus Level Benefits:

1. One (1) additional week of planned discounting on Winston and Camel products (excluding Camel Regular and Red Kamel styles) and waiver of Retailer match requirement, for a total of ten weeks discounting per quarter funded by RJR.
2. Increase in minimum discount value from $2.00 to $2.50 for five of the ten week program period.

III. Retailer Requirements and Conditions

1. Participate in and fully comply with the terms of your selected RJR Marketing Plan Contract.
2. Maintain full line RJR Brand Distribution as defined by Attachment "FLBD" in sufficient quantities to support sales on an ongoing basis.
3. Sell promoted product only to consumers. Sales or transfers of promoted product to other retail, wholesale or commercial location will result in forfeiture of promotional payments.
4. Properly and continuously maintain RJR POS communication components, including designed pricing POS during promotional activity period for duration of promotion period.
5. Allow RJR the ability to promptly respond to all competitive activity including placement of POS comparable in size and location to any allowed RJR's competitors.
6. Properly execute all programs requested by RJR at store level with retailer personnel.
7. Accepts all proposed workplan promotions as defined by RJRT.

Payments made to Retailers for the price reduction on Winston, Camel and Doral styles will be limited to no more than 110% of RJR's average weekly volume on the specified brand styles based on the 13 week period proceeding the actual discounting program as determined by RJR. In addition, the final two weeks of the discounting program will be limited to 120% of Retailer's average week's RJR volume on specified Winston, Camel and Doral brand styles from the start of the program. RJR reserves the right to make final decisions on payment due and shall have the right to audit any RJR volume data supplied to RJR for payment justification.

Retailer agrees to perform all the requirements set forth in this Agreement. Failure to comply with all the requirements of this Agreement, including the right to audit, will result in forfeiture of promotion payments and may result in termination of this Agreement. Either party can terminate this Agreement upon thirty (30) days notice to the other party. In the event Retailer fails to comply with the requirements of this Agreement, RJR may terminate the Agreement immediately without notice to the Retailer.

6/16/98
Date Agreement Signed

Retailer's Signature _____

Title BUYER

7/1/98
Agreement Effective Date

R. J. REYNOLDS TOBACCO COMPANY

By _____

Plan Agreed To: Full Level BONUS (Check The Appropriate Level)

RJRT Form 3801 - WML 5/28/1998

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Source: https://www.industrydocuments.ucsf.edu/docs/xrhn0000

"MPBL" ATTACHMENT

Merchandising Presence Bonus Plan Worksheet

COMPANIES ON CONTRACT	SHARE OF MARKET
RJR	(A) 36 %
PM	%
B&W	7 %
LORILLARD	16 %
OTHER	%
TOTAL CONTRACTED SOM	(B) 59 %

RJR % of Total Contracted Share: (A) 36 ÷ (B) 59 = (C) 61

RJR Required % of Merchandising/Presence to Achieve Bonus 60 %
- NOT less than 35%

NEW WORLD SETS	OLD WORLD/CURRENT	APPLICATIONS	COMPONENTS	TOTAL # INDUSTRY	RJR REQUIRED
		OUTSIDE LINEAR SET	- Featured Pack Facings	142	85
		- Traditional Pack Contracts	- Front Faced Cartons	171	102
			- Promotional Displays		
		- Maximized Presence Contracts	-Supplemental Advertising	1	1
		WITHIN LINEAR FEET - Maximized Presence Contracts	- Highly Visible Linear Feet		

Account Name Nice N Easy

6/16/98
Date Agreement Signed

SIS/CID No. 1873-00-08

Authorized By [signature]

Title Buyer

7/1/98
Agreement Effective Date

R. J. REYNOLDS TOBACCO CCOMPANY

By Sharon Schwalm

Division Number 1642

51855 4402

RJRT Form 3834 - WML 5/28/1998

Source: https://www.industrydocuments.ucsf.edu/docs/xrhn0000

FORSYTH PL CONTRACTED RETAIL PARTNERSHIP

CONFIRMATION AGREEMENT

PRINT ALL INFORMATION

Account Name Nice N Easy Grocery Shoppes

Account SIS No./Chain ID No. 1873-00-00

Account's Accrual 999 No. 1890

RJR Representative's Name Sharon Schwalm

Division No. and VM No. 1642 - 73700

LEVEL OF PARTNERSHIP AGREED TO:

Plan A

Account agrees to the following:

- Maintain Forsyth PL at advantaged or minimum parity dead net price to consumer at all times versus any other competitive brand in their stores.
- Maintain a Forsyth PL permanent display as space permits and maintain a Forsyth PL permanent price sign in prominent location as determined by RJR.
- Maintain full distribution and adequate inventory levels on the PL as requested by RJR.
- Agree to RJR's Full Partnership Plan level merchandising requirements.
- Use available accrual funds to run promotions on a quarterly basis as necessary to maintain sales as requested by RJR.

Forsyth agrees to the following:

- Maintain/increase account's off-invoice and accrual or equivalent up to $3.40 per carton.
- Accrue funds for use in running promotions based on RJR's share of the savings category paid on PL volume every six months as follows: 50% - 74% = $0.35 carton; +75% = $0.50 carton.
- Furnish to account, at no charge, an array of standard permanent and temporary POS displays and advertising.

Plan D

Account agrees to the following:

- May disadvantage the Forsyth private label in pricing to the consumer during certain promotional time frames versus other competitive brand(s).
- Maintain a Forsyth PL permanent display as space permits and maintain a Forsyth PL permanent price sign in prominent location as determined by RJR.
- Maintain full distribution and adequate inventory levels on the private label as requested by RJR.
- Participate in an RJR merchandising plan.
- Use accrual funds as available to run private label promotions to maintain sales as requested by RJR.

Forsyth agrees to the following:

- Maintain/increase account's off-invoice and accrual or equivalent up to $3.05 per carton.
- Furnish to account, at no charge, an array of standard permanent and temporary POS displays and advertising.

Check One: ☒ Plan A ☐ Plan D

Agreed to By Nice N Easy - Matt Paduano
(PRINT AUTHORIZED ACCOUNT NAME)

Matt Paduano
(AUTHORIZED ACCOUNT SIGNATURE)

Date 6-16-98

Effective Date 7-1-98

RETURN TO:

Gwen Scott
c/o Forsyth Tobacco Products
401 North Main Street
Winston-Salem, NC 27102
Fax Number: (336) 741-2685

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RJRT Form 3822 - WML 5/28/1998

Source: https://www.industrydocuments.ucsf.edu/docs/xrhn0000

ATTACHMENT II

FORSYTH TOBACCO PRODUCTS

PRICING RESTRUCTURE AGREEMENT

(Submit Only If Changing Off Invoice)

Effective with shipments beginning 7/1, 1998, I hereby authorize Forsyth Tobacco Products to increase my carton off-invoice amount of the equivalent on 7/1/98 to $ 3.05. Alliance Accrual will be reduced accordingly.

Account Name Nice N Easy Grocery Shoppes

Customer Service Number - 999 1890

Authorized Account Signature X [signature]

RJR Representative Name Sharon Schwalm
(PLEASE PRINT)

Division Number 1642

RJR Representative Fax 315-635-1171
(CUSTOMER SERVICES WILL USE TO NOTIFY YOU OF CONFIRMED START DATE)

FAX TO: 1 - 336 - 741 - 2156

ATTENTION: Forsyth Tobacco Customer Service

To be filled in by Customer Services confirming effective off-invoice change date confirmed effective ship date.

Customer Services Rep. _____

Extension No. _____

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RJRT Form 3823 - WML 5/15/1998

Source: https://www.industrydocuments.ucsf.edu/docs/xrhn0000

NICE N EASY GROCERY SHOPPES
CONTRACTS EFFECTIVE JULY 1998

RR TERR	ACCT	STORE NAME	CITY	CONTR TYPE	CONTR MKTING PLAN	MERCHANDISING TABLES
162235	171963	NICE N EASY #1	CLINTON	NWP	TSL2C	2 RJR FP BRANDS, 1 RJR SAV BRAND, LOR PLAN
162234	762669	NICE N EASY #2	WHITESBORO	NWP	TSL2E	2 RJR FP BRANDS, 1 RJR SAV BRAND, LOR PLAN
162235	762869	NICE N EASY #5	WESTMORELAND	NWP	TNL2F	2 RJR FP BRANDS, 1 RJR SAV BRAND, LOR PLAN
162230	171363	NICE N EASY #7	LA FAYETTE	NWP	TSL2E	2 RJR FP BRANDS, 1 RJR SAV BRAND, LOR PLAN
162235	632723	NICE N EASY #8	UTICA	NWP	TNL2D	2 RJR FP BRANDS, 1 RJR SAV BRAND, LOR PLAN
162230	632820	NICE N EASY #10	SYRACUSE	NWP	TSL2C	2 RJR FP BRANDS, 1 RJR SAV BRAND, LOR PLAN, BW PLAN
162238	172792	NICE N EASY #11	CONSTANTIA	NWP	TSL2G	2 RJR FP BRANDS, 1 RJR SAV BRAND, LOR PLAN
162230	073394	NICE N EASY #12	TULLY	NWP	MXP2G	2 RJR FP BRANDS, 1 RJR SAV BRAND, LOR PLAN, BW PLAN
162236	762626	NICE N EASY #14	VERONA	NWP	TSL2A	2 RJR FP BRANDS, 1 RJR SAV BRAND, LOR PLAN
162235	032107	NICE N EASY #15	VERNON	NWP	TSL2C	2 RJR FP BRANDS, 1 RJR SAV BRAND, LOR PLAN
162234	026158	NICE N EASY #16	LITTLE FALLS	NWP	TSL2F	2 RJR FP BRANDS, 1 RJR SAV BRAND, LOR PLAN
162234	526912	NICE N EASY #17	UTICA	NWP	MXP1E	1 RJR FP BRANDS, 1 RJR SAV BRAND, LOR PLAN, BW BOX/PLAN
162232	551403	NICE N EASY #21	SENECA FALLS	NWP	TNLL2C	2 RJR FP BRANDS, 1 RJR SAV BRAND, LOR PLAN
162238	581203	NICE N EASY #22	PENNELLVILLE	NWP	TSL2I	2 RJR FP BRANDS, 1 RJR SAV BRAND, LOR PLAN
162236	961458	NICE N EASY #23	EAST SYRACUSE	NWP	TSL2B	2 RJR FP BRANDS, 1 RJR SAV BRAND, LOR PLAN
162238	780464	NICE N EASY #24	PULASKI	NWCTN	L2F	2 RJR FP BRANDS, 1 RJR SAV BRAND, LOR PLAN, BW PLAN
162238	484921	NICE N EASY #25	BREWERTON	NWP	TSL2B	2 RJR FP BRANDS, 1 RJR SAV BRAND, LOR PLAN, BW PLAN
162235	592643	NICE N EASY #26	ROME	NWP	TSL2B	2 RJR FP BRANDS, 1 RJR SAV BRAND, LOR PLAN
162236	638978	NICE N EASY #27	CANASTOTA	NWP	TSL2C	2 RJR FP BRANDS, 1 RJR SAV BRAND, LOR PLAN, BW PLAN
162238	687512	NICE N EASY #28	FULTON	NWP	TSL2E	2 RJR FP BRANDS, 1 RJR SAV BRAND, LOR PLAN
162238	687513	NICE N EASY #29	OSWEGO	NWCTN	L2G	2 RJR FP BRANDS, 1 RJR SAV BRAND, LOR PLAN, BW PLAN
162237	675065	NICE N EASY #30	SYRACUSE	NWP	TSL2C	2 RJR FP BRANDS, 1 RJR SAV BRAND, LOR PLAN
162230	675066	NICE N EASY #31	SYRACUSE	NWP	TNL2K	2 RJR FP BRANDS, 1 RJR SAV BRAND, LOR PLAN
162232	831944	NICE N EASY #32	SENECA FALLS	NWP	MXP2A	2 RJR FP BRANDS, 1 RJR SAV BRAND, LOR PLAN, BW PLAN

THANK YOU FOR DOING BUSINESS WITH R. J. REYNOLDS TOBACCO CO.

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